

CONFIDENTIALITY AGREEMENT

_____, a _____ corporation
with its principal place of business at _____,
_____ (“Contractor”) makes the following agreement with the Cabinet for Health
and Family Services (“CHFS”) Department for Medicaid Services (“DMS”) regarding
information confidentiality. Contractor agrees as follows:

1. As a consequence of the performance of its duties as a provider with CHFS DMS, Contractor may learn or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act (“HIPAA”)) and trade practices (“CHFS Confidential Information”). Regardless of how transmitted or received by Contractor, whether by receipt, sending, or merely becoming available to Contractor through its relationship to CHFS DMS, Contractor agrees to maintain and treat as proprietary and confidential to CHFS DMS all such CHFS DMS Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with CHFS DMS such CHFS DMS Confidential Information. Contractor further agrees to treat such CHFS DMS Confidential Information in accordance with the requirements of 45 CFR 431.300 *et seq.*
2. Contractor agrees to comply with the provisions of HIPAA relating to the confidentiality of personal medical records information, as set forth at 42 U.S.C. § 1320d and the regulations promulgated pursuant thereto at 45 C.F.R. Parts 160 and 164, as they may be amended from time to time.
3. With respect to its employees, Contractor agrees 1) to require all of its employees to execute written confidentiality agreements that require each such employee to comply with all of the requirements set forth above; 2) to keep such agreements in full force and effect; 3) to obtain from CHFS DMS its approval, which shall not be unreasonably withheld, of the terms of such agreements; and 4) to permit CHFS DMS to inspect such agreements and other documents for compliance with these requirements.
4. With respect to any subcontractor that Contractor wishes to employ to perform any of its obligations under any agreement with CHFS DMS, Contractor agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such contractor and its employees to comply with all the requirements set forth above.
5. Contractor agrees that any breach of this Confidentiality Agreement may result in civil and/or criminal penalties, for Contractor, its officers and employees, and subcontractors.
6. Contractor agrees that the terms of this Confidentiality Agreement shall survive the termination of any and all agreements between Contractor and CHFS.

Cabinet for Health and Family Services
Department for Medicaid Services

CONFIDENTIALITY AGREEMENT

Signature of Authorized Representative

Printed Name

Title

Date

Contractor

Signature of Authorized Representative

Printed Name

Title

Date